

Contract no. 719

AGREEMENT BETWEEN

THE MEDFORD TOWNSHIP BOARD OF EDUCATION

AND THE

MEDFORD TOWNSHIP SCHOOL ADMINISTRATORS

AND COORDINATORS ASSOCIATION

JULY 1, 1988 - JUNE 30, 1990

NEW JERSEY
INSTITUTE OF PLACEMENT
AND EVALUATION
JULY 1989

RUTGERS UNIVERSITY

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PREAMBLE

This AGREEMENT is entered into this 1st day of July 1988 by and between the BOARD OF EDUCATION OF MEDFORD, NEW JERSEY, hereinafter called the "Board", and the MEDFORD TOWNSHIP SCHOOL ADMINISTRATORS AND COORDINATORS ASSOCIATION, hereinafter called the "Association".

The term "Administrators" hereafter stated included all those positions represented in this agreement.

ARTICLE I

RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Medford Township Board of Education hereby recognizes the Medford Township School Administrators and Coordinators Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for the following personnel in the district:

Principals
Assistant Principals
Directors

whether under contract, on leave, on a per diem basis, employed or to be employed by the Board.

The position of Director, Program Planning shall be excluded from the bargaining unit.

ARTICLE II

A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.

B. Each party shall promptly make available to the other, upon written request, information within its possession which is not privileged under law and which is relevant to the subject under discussion.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition: The term "grievance means a claim of loss or injury due to an improper application, interpretation of violation of any terms or provisions of this contract or administrative or board decision affecting the condition or terms of employment of a member or group of members.

The aggrieved person or persons are those making such a claim.

B. Purpose:

1. The purpose of the grievance procedure is to secure at the lowest possible level an equitable and just solution to problems which may arise from time to time affecting the terms and conditions of employment.

2. The intent is also to secure a uniform and appropriate method of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be the sole method to formally resolve such disputes and the final outcomes of this procedure will be come the official interpretation and understanding between the board and the association.

C. Procedure:

1. Level One - Any member of the Association who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) work days of the discussion, he shall set forth his complaint in writing to the Superintendent.

2. Level Two - The Superintendent shall hold a conference with the aggrieved regarding the written complaint within three (3) work days of receipt. The aggrieved may be represented by counsel or any Association representative if he so desires.

The Superintendent shall reply to the grievance in writing within five (5) work days of the conference date.

3. Level Three - If the aggrieved is dissatisfied with the decision of the Superintendent, he shall forward in writing a request to the Board of Education within seven (7) work days of the receipt of the Superintendent's decision to meet with the Board or a committee thereof to discuss the concern.

Within ten (10) work days of receipt of such notice, the Board shall schedule a conference to be held within thirty (30) work days and shall so notify the aggrieved of such date in writing. The aggrieved personnel may be represented during such meeting by counsel or an Association representative.

A written decision by the Board of Education shall be submitted to the aggrieved employee with a copy to the Association within five work days of the scheduled meeting with the aggrieved.

Level three shall not exceed forty-five (45) work days in total duration.

4. Level Four - If the aggrieved is dissatisfied with the decision of the Board of Education he may submit the grievance to the American Arbitration Association for advisory arbitration.

The American Arbitration Association shall proceed in the matter by selecting a mutually acceptable arbitrator who shall schedule a hearing within twenty (20) work days of the request to intervene.

Both parties shall be afforded all legal rights normally permitted in such hearings. Within thirty (30) work days of the conclusion of the hearings, the arbitrator shall forward copies of his decision to both the Association and the Board simultaneously.

The cost of the arbitrator will be shared equally by the Board and the Association, assuming that the Association has notified the Board in writing prior to commencement of arbitration that they support the grievances. Otherwise costs will be shared by the Board and the aggrieved.

No documents, correspondence or records dealing with such grievances shall be part of the personnel file of any participant.

The Association shall have the right to file group grievances on behalf of its members which shall be instituted at Level Two.

ARTICLE IV

ADMINISTRATORS RIGHTS

A. No administrator shall be disciplined reduced in rank or compensation, or deprived of any professional advantage without just cause.

B. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Administrators' benefits existing prior to its effective date.

C. Principals shall be consulted prior to the hiring of personnel for their building and shall be involved in the interviewing process if available.

D. Administrators shall be evaluated at least twice per year by the Superintendent or his designee. All such evaluations shall be made in writing, followed within five (5) days by a conference with the Administrator and an opportunity to disagree or concur with its content verbally and in writing. Notification of non-renewal of contract will be made in writing by the Superintendent at least sixty (60) days prior to the expiration of the present contract. An Administrator shall notify the Superintendent in writing at least sixty (60) days prior to the voluntary termination of his employment contract.

E. All other Administrators shall be evaluated by their immediate superior in accordance with the procedure outlined above.

F. All personnel represented by the Association shall be permitted unlimited perusal, in the presence of the Superintendent or Assistant Superintendent, of their complete personnel file and be permitted an opportunity to place written communications in such file in response to material placed in the file. Nothing shall be placed in such personnel file without his knowledge and he shall have the right to appeal the inclusion of any item directly to the Board. The Board shall schedule a meeting with the employee and proceed beginning level three of this grievance procedure to its conclusion.

G. Any criticism by the Superintendent or a Board member of an Administrator's methodology, or any question or criticism by an Administrator or Association representative of the Superintendent or a Board member of his philosophy or method of administration or supervision, shall be made in confidence and not in the presence of students, parents, or at public gatherings.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Released Time for Formal Negotiations

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, he shall suffer no loss in pay and/or benefits.

B. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

C. Use of School Equipment

The Association may use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, except Xerox, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment repair incident to such use.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Professional days and other leaves of absence with or without pay may be granted upon recommendation of the Superintendent, as per Board Policy.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

A. Any administrator seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said Administrator proposes to return. The Board shall honor the leave dates so requested, if the same will not substantially interfere with the effective administration of the educational program to which the Administrator was assigned, and subject to the following conditions:

1. The Board may require, as a condition of the Administrator's return to service, production of a certificate from a physician certifying that the Administrator is medically able to resume her duties.

2. With respect to non-tenured Administrators, no such leave shall extend beyond the end of the current year in which leave is to commence.

3. With respect to tenured Administrators, no such leave shall extend beyond a period of twenty-four (24) calendar months from the date on which said leave is to commence.

4. Administrators who are pregnant may elect to use part or all of their accumulated sick leave. Upon expiration of the accumulated days, she shall then be granted a maternity leave of absence.

5. The parties recognize that the Board will ordinarily grant, reduce or extend such leaves of absence dates to coincide with commencement and termination of school semesters.

B. The Board reserves the right to remove any pregnant Administrator from her position or to insist that the Administrator accept a leave of absence therefrom if, after her pregnancy is confirmed, her administrative performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue her duties. Such physical capacity shall be deemed so impaired if any of the following occur:

1. The pregnant Administrator, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

2. The pregnant Administrator's physician and a physician designated by the Board agree that she is not medically able to perform her duties; or

3. If, after a difference of medical opinion by the Administrator's physician and the Board's physician, a third physician designated by mutual agreement of the Administrator and the Board, or, if no such agreement can be reached by the Burlington County Medical Society, certifies, that, in his opinion, the Administrator is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the Administrator involved.

C. In the event that an Administrator's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said administrator may apply for early reinstatement by filing a written request therefor with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the Administrator in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the Administrator in question was assigned and seeks to be reinstated.

ARTICLE VIII

EDUCATIONAL CREDIT PAYMENT PLAN

A. The Medford Board of Education will pay one-half (1/2) the cost of approved educational credits taken at an accredited institution (the other half to be borne by the Administrator) to a maximum of two hundred-fifty (\$250.00) per Administrator, per year, subject to the following conditions:

1. The maximum aggregate payments to be made by the Board under the terms of this article shall in no event exceed one thousand dollars per year of this agreement. If this amount is insufficient to reimburse all credits approved for payment, then each Administrator so approved for payment will receive only their pro-rata share of the aggregate amount, divided equally among them, and not the maximum as stated above.

2. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools.

3. Courses to be taken must be related to the Administrator's area of specialization; however, the Superintendent may, in his sole discretion, approve courses not so related on an individual basis.

4. Upon completion of courses, an official grade report must be submitted to the Superintendent of Schools indicating that the Administrator has completed the courses and has achieved a passing grade.

In the event a course is not completed or the Administrator has not achieved a passing grade, the costs of the courses shall be borne by the Administrator, and any money paid under this Article shall be returned to the Board of Education by the Administrator.

ARTICLE IX

BENEFITS

A. Vacation

All twelve-month Administrators shall be awarded one (1) month of vacation which shall consist of twenty (20) days.

B. Holidays

Administrators will be entitled to all holidays as described in Board Policy including legal holidays according to the school calendar.

C. Insurance Protection

1. The Board will, if the Administrator so requests, assume 100% premium payments for Blue Cross/Blue Shield and Rider J, plus 100% Major Medical premiums for all Administrators, and their dependents, through State Health Benefits plan for the duration of this contract.

2. The Board shall provide a prescription insurance plan for each eligible administrator and dependents. The Board shall pay 100% of the premium for single and dependents coverage for eligible administrators.

3. The Board of Education shall provide a Dental Plan that is based on the usual and customary rate charged for dental work for the contract years 1988-1990. The Board of Education will assume 100% of the premium for each employee and their dependents. This coverage shall be a non-deductible plan and include:

- a. Oral Surgery
- b. Prosthodontics benefits
- c. Periodontic benefits
- d. Orthodontic benefits

4. Any contemplated change in the carrier now specified shall be discussed with the Association prior to such change. Such change shall provide equivalent coverage and service.

D. Work During Vacation Periods

Should the Board request or require a Coordinator or Administrator to work during his/her vacation, he/she shall be reimbursed at a per diem rate of the contractual salary for such period.

E. Work Requirements

It is understood that Administrators serve as the management representatives to the public community they serve and are therefore required to attend meetings and events after school hours without additional compensation. However, the Administrators working day shall remain flexible while reflecting the Administrators responsibility to complete his assigned duties with a reasonable period of time. The Superintendent of Schools shall monitor the on the job time of each Administrator and may grant additional personal leave time, if requested, if in his judgment the request is valid.

ARTICLE X

TRANSFER, REASSIGNMENT AND PROMOTION

Administrative vacancies shall be advertised in all school offices for at least a period of five (5) days in order to permit application for transfer, reassignment or promotion of present employees.

Should a vacancy occur, an Administrator may request such transfer based on good cause and providing he qualifies with regard to certification. Such request shall be made to the Superintendent who shall respond within thirty (30) days of such notification, but in no event later than April 30 of the year prior to the intended date of employment.

Consideration will be given to Administrators currently employed in the district to fill vacancies that develop and an interview will be conducted.

No reassignments or additional roles or responsibilities can be assigned an Administrator without concurrent compensation negotiated for such services.

ARTICLE XI

SALARY

The salary of each Administrator in the bargaining unit shall be computed in accordance with Schedule "A" for each year of the Agreement.

ARTICLE XI

MISCELLANEOUS

A. The negotiated agreement between the Board and Association will be printed and distributed as soon as possible with expenses shared equally.

B. Should this Agreement conclude prior to the completion of a succeeding agreement, the provisions herein shall be continued until the acceptance of such contract officially by both parties.

C. Nothing herein shall be changed, altered, or deleted without mutual consent in writing of the Board and Association.

D. Elementary Principals shall work a 210 day calendar for the 1988-89 year and 215 days for the 1989-90 year. All other 12 month positions shall work a 240 day work calendar.

E. For those Administrators who work a 220 or 225 day calendar, the work year shall be as follows:

- 1a. Two consecutive days during July or August shall be work days. These days shall be established by May 1 and will have a set agenda.
- 1b. All Administrators will work the 5 days preceding the start of the school year.
2. Additional work days necessary to fulfill a 215 day work year exclusive of vacation must be worked in blocks of no less than 3 consecutive days. These days shall be requested in writing 30 days in advance, setting forth the tasks to be performed and resulting product. The final decision shall rest with the Superintendent.

F. In consideration of this Agreement, the Association agrees that it will not cause, sponsor, and/or participate in any strike, engage in any work stoppage, work slowdown, or cause any sanction to be brought against the Board of Education of the Medford Township Public Schools during the term of this agreement.

ARTICLE XIII

DURATION

This AGREEMENT shall be in full force and effect as of JULY 1st, 1988, and shall remain in effect to and including JUNE 30th, 1990. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, pursuant to the Rules of the Public Employment Relations Act, of a desire to change, modify or terminate this Agreement, as to salaries and fringe benefits only as required by schedule "A".

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 7th day of August, 1989.

MEDFORD TOWNSHIP BOARD OF EDUCATION

PRESIDENT: *Stanford Smith*

SECRETARY: *Marilyn L. Bredt*

DATE: *August 7, 1989*

MEDFORD TOWNSHIP SCHOOL ADMINISTRATORS
AND COORDINATORS ASSOCIATION

PRESIDENT: *Gordon S. Leam*

SECRETARY: *John A. Smith*

DATE: *SEPT. 5, 1989*

SCHEDULE "A"

1. The Board agrees as of July 1, 1988 to provide an annual salary as per the attached schedule and benefits as per Article IX.

New unit positions which occur will be handled independently of the allocations herein indicated. Such new positions will be considered as part of the unit base in ensuing years, UNLESS one party or the other exercises its option to renegotiate this formula pursuant to Article XIII.

SALARY SCHEDULE FOR NEW ADMINISTRATORS EFFECTIVE JULY 1, 1988

2. The Association fully recognizes the right and the authority of the Board of Education to place new administrators within the agreed upon salary range.

SALARY SCHEDULE 1988-89 AND 1989-90

Elementary Principals

<u>Step</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$50,065	\$55,065
2	\$52,065	\$56,565
3	\$53,565	\$58,065
4	\$55,065	\$59,565
5	\$56,565	\$61,065
6	\$58,065	\$62,565

Middle School Principals

<u>Step</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$54,565	\$57,065
2	\$56,065	\$58,565
3	\$57,565	\$60,065
4	\$59,065	\$61,565
5	\$60,565	\$63,065
6	\$62,065	\$64,565

SALARY SCHEDULE 1988-89 AND 1989-90

Assistant Principals

<u>Step</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$46,350	\$49,350
2	\$47,850	\$50,850
3	\$49,350	\$52,350
4	\$50,850	\$53,850
5	\$52,350	\$55,350
6	\$53,850	\$56,850

CST Director

<u>Step</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$45,500	\$48,500
2	\$47,000	\$50,000
3	\$48,500	\$51,500
4	\$50,000	\$53,000
5	\$51,500	\$54,500
6	\$53,000	\$56,000